information gathered from the internet about

Edwin Granville Bates

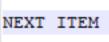
Inventor of several Numbering Machines

That are at the base of the following companies:

Bates Manufacturing Company
Bates Machine Company
Bates Numbering Machine Company

Roberts Numbering Machine Company

Last update March 24 2021 - Bosj



MEMORANDUM OF AGREEMENT, made this 30 day of July 1892, between the BATES MANUFACTURING COMPANY, a corporation organized under the laws of the State of New York, party of the first part; SAMUEL INSULL, of Chicago, Illinois, EDWIN G. BATES, of New York City, and ALPRED O. TATE, of East Orange, New Jersey, parties of the second part; and the EDISON PHONOGRAPH WORKS, a corporation organized under the laws of the State of New Jersey, party of the third part.

### WITHASSATH:

WHEREAS, the Bates Manufacturing Company has the following indebtedness:

1 - To various parties on open accounts about \$ 4,000.

2 - To the m haison Phonograph Works 55,000.

3 - To Samuel Insull " 16,000.

AND WHEREAS, the parties of the second part are the officers and trustees of the Bates Manufacturing Company and are also the sole stockholders of said Company, the stock being held by said parties in the following amounts:

Samuel Insull 125 shares Sawin G. Bates 124 \*

AND WHEREAS, it is desired to make arrangements for the carrying forward of the business of the Bates Manufactur-

ing Company and for the payment of its indebtedness;

Alfred O. Tate

NOW THEREFORE, the parties have agreed as follows:

1. The Phonograph Works will manufacture the automatic hand-numbering machines of the Bates Manufacturing Company, and other devices of the Bates Manufacturing Company for which there may be a sale, and will supply them as required by the demands of the trade to said Bates Manufacturing Company, which latter Company will conduct the sales of such machines and devices.

evidences of indebtedness received by the Bates Company for the sale of such machines or devices shall be turned over in full to the Edison Phonograph Works and shall be applied by said Edison Phonograph Works in the following manner:

- (a) To the payment of the actual cost of running the selling branch of the business by the Bates Manu-facturing Company.
- (b) To the payment to the Edison Phonograph Works of the manufacturing price for the machines or devices manufactured by it for the Bates Manufacturing Company.

Any surplus which remains after the payment of the selling expenses and the manufacturing price as just provided for, shall be applied in the following manner:

(e) To the extinguishment of the indebtedness of the Bates Manufacturing Company to various parties constituting the open accounts before referred to; and when such open accounts are paid in full,

(4) To the payment of the indebtedness to the Edison

Phonograph Works before referred to; and when such indebtedness is fully paid.

(c) To the payment of the indebtedness to Samuel Insull before referred to.

Fhonograph Works on the automatic hand-numbering machines a shall be, for the first twenty-five hundred of such machines

manufactured, as follows:
6 Wheel Machines & 9 5 Each
5 4 4 8 74

Por subsequent orders of the automatic hand-numbering machines and for orders of other devices which are made under this agreement, the manufacturing price shall be that which is agreed upon between Thomas A. Edison, representing the Edison Phonograph Works, and Samuel Insull, representing the Bates Manufacturing Company, and should these two parties fail to agree as to a price, the same shall be submitted to the arbitration of three persons, one selected by the Bates Manufacturing Company, one selected by the Edison Phonograph Works, and the third selected by the first two arbitrators.

It is understood that this manufacturing price shall include a reasonable cost of manufacture and a reasonable manufacturing profit.

It is also understood that for the purpose of arriving at the manufacturing price, the said Insull and the said arbitrators (if any) shall be given facilities for ascertaining the actual cost of manufacture by the Edison Phonograph Works.

IV. The Edison Phonograph Works is to advance the selling expenses incurred by the Bates Manufacturing Company until moneys are received from sales by said Company, and until then and thereafter is to have control over the selling expenses incurred by the Bates Manufacturing Company during the continuance of this agreement: and in pursuance of this provision a person representing the Edison Phonograph Works shall, during the continuance of this agreement, be a trustee of the Bates Manufacturing Company and be the Secretary or Treasurer of such Company; the Edison Phonograph Works selects as its present representative for that purpose the said Alfred O.

Tate, but is to have the right to name a substitute at any time.

V. It is understood and agreed that no interest shall be charged upon the amounts at present due to the Edison Phonograph Works and to Samuel Insull, and that in case the business is not carried forward to the point of extinguishing the indebtedness of the Bates Manufacturing Company, all the debts of said Company shall stand on an equal footing and without preferences.

VI. It is further understood and agreed that if the business is carried forward by the Edison Phonograph Works as contemplated by this agreement to the point where the entire indebtedness of the Bates Manufacturing Company is extinguished, then one-half of the capital stock of said Bates Manufacturing Company, or of any new Company or anized to take over the Bates Manufacturing Company, shall be transferred to the Edison Phonograph Works and become the property of said Works.

This agreement shall likewise come to an end should the Edison Phonograph Works elect to or should in fact abandon the business contemplated by this agreement before the extinguishment of the indeptedness before referred to.

VII. For the purpose of carrying out the provisions of this agreement it is agreed that the entire capital stock of the Bates Company shall be deposited with Sugene H. Lewis, of New York City, as trustee, with the shares properly endorsed in blank, and that the stockholders will also give to the said trustee proxies to vote upon said stock; the said stock and proxies are to be held by the said trustee during the continuance of this agreement and are to be used by him for the purpose of carrying out the terms of this agreement, the said trustee to have one-half of said stock transferred to the Edison Phonograph Works if the business contemplated by this agreement is conducted until the debts of the Bates Manufacturing Company are extinguished and to return 63 shares to said Insull and 62 shares to said Bates : or to return said stock to said Insull and Bates (126 shares to the former and 124 shares to the latter) if the business is shandoned by the Edison Phonograph Works before such debts are extinguished. Otherwise as indicated by this agreement, the said trustee shall use the proxies which he holds in accordance with the joint direction of said Samuel Insull and said Edison Phonograph Works.

IN TESTIMONY WHEREOF, the parties hereto ( the said Companies by their officers thereto duly authorized ) have executed these presents the day and year first above written.

Bates manufacturing by Blannel Suonel allest Sannel Jusull Waters & sizuationes of Samuel formell and Elemin G. Rolling Witness to segueture of a. O. Jate Droman Magine Edison Thonograph ling ecretary The undersigned, RUCRNE H. LEWIS, named as trustee in the foregoing agreement, hereby accepts the trust therein provided for, and agrees to execute the same in accordance with the terms of the said agreement.

### NEXT ITEM

Received for record DNG 10-1892 and recorded in Liber 20,46; page 316. of Gransfers of Patents. IN TESTIMONY WHEREOF I have caused the seal of the Putent Office to be hereunto affixed. M. E. Simonde Commissioner of Patents.



WHEREAS, I, EDWIN G. BATES, of New York City, in the County and State of New York, have made certain inventions, which are described in the following patent and applications for patents of the United States, to wit:--

Vietters Patent No. 456,874, granted July 28, 1891, for Improvement in Numbering Machines.

486964 V Application Serial No. 312,949, Filed June 3, 1889, and allowed May 10, 1892, for Improvement in Machines for Printing Stancil Characters Successively.

> Application Serial No. 349,452, filed April 25, 1890, and allowed April 5, 1892, for Improvement in Consecutive Mumbering Machines.

Application Serial No. 365,086, filed September 15, 1890, and allowed March 26, 1892, for Improvement in Machines for Consecutively Humbering Checks, Bonds Ac. in Sheets, Application Serial No. 365,087, filed September 15, 1890, and allowed June 2, 1892, for Improvement in Check Pun ches,

Application Serial No. 407,515, filed October 2, 1891, and allowed June 18, 1892, for Improvement in Numbering Machines,

Application Serial No. 428,780, filed April 12, 1892, and allowed May 16, 1892, for Improvement in Consecutive Numbering Machines; md

OPTIME WHEREAS, I am now the sole owner of said patents and applications, and of all rights under the same;

WHEREAS, the BATES HAMUFACTURING COMPANY, a corporation organised and existing under the laws of the State

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349. 43.2. Ent. (An. O.K.) 365.086 - Ent. (An. Check Protection) 407. 515 - Ent. (Bumberry Meaching) 428.780 - Ent. (Consecution "")

-B-

is desirous of acquiring the entire right, title and interest in and to said Letters Patent, and in and to any Letters Patent which may be issued on said applications:

NOW THEREFORE, To all whom it may concern, Be it known, that, for and in consideration of the sum of One Dollar, to me in hand paid, the receipt of which is hereby acknowledged, I, the said Edwin G. Bares, have sold, assigned and transferred, and by these presents do sell, assign and transfer, unto the said Bates Manufacturing Company, its successors and assigns, the whole right, title and interest in and to said Letters Patent, and in and to the inventions described in said applications for Letters Patent, and in and to any Letters Patent which may be issued upon said applications; . the same to be held and enjoyed by the said Bates Manufacturing Company, for its own use and behoof, and for the use and behoof of its successors and assigns, to the full end of the terms for which said Letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made. I do hereby authorize and request the Commissioner of Patents to issue the patents upon said applications to the said Bates Manufacturing Company and its successors and assigns, as the assignee of my entire right, title and interest in and to the same .

affixed my seal, this Zouday of July, 1892.

In presence of:

Myrune

Manuel Herent to set my hand end

In presence of:

Myrune

Myrune

Manuel Herent to set my hand end

Admin Strain to set my hand end

affixed my seal, this Zouday of July, 1892.

### NEXT ITEM

Beceived for second Sev. 6. 1893 and recorded in

Let Latt, page 465, of Gransfers of Patents.

IN TESTIMONY WHEREOF I have caused the seal of

the Patent Office to be hereunto affixed.

Mus. Supposer

Commissioner of Patents.

WHEREAS, I. WILLIAM H. PIKE JR., of Brooklyn, County of Kings, State of New York, have invented certain new and useful improvements in engraving machines, for which I am about to make application for United States letters patent; and

whereas, Bates Manufacturing company, a corporation organized under the Laws of the State of New York, and doing business in New York City, is desirous of acquiring an interest in sqid invention, and in the letters patent to be obtained therefor;

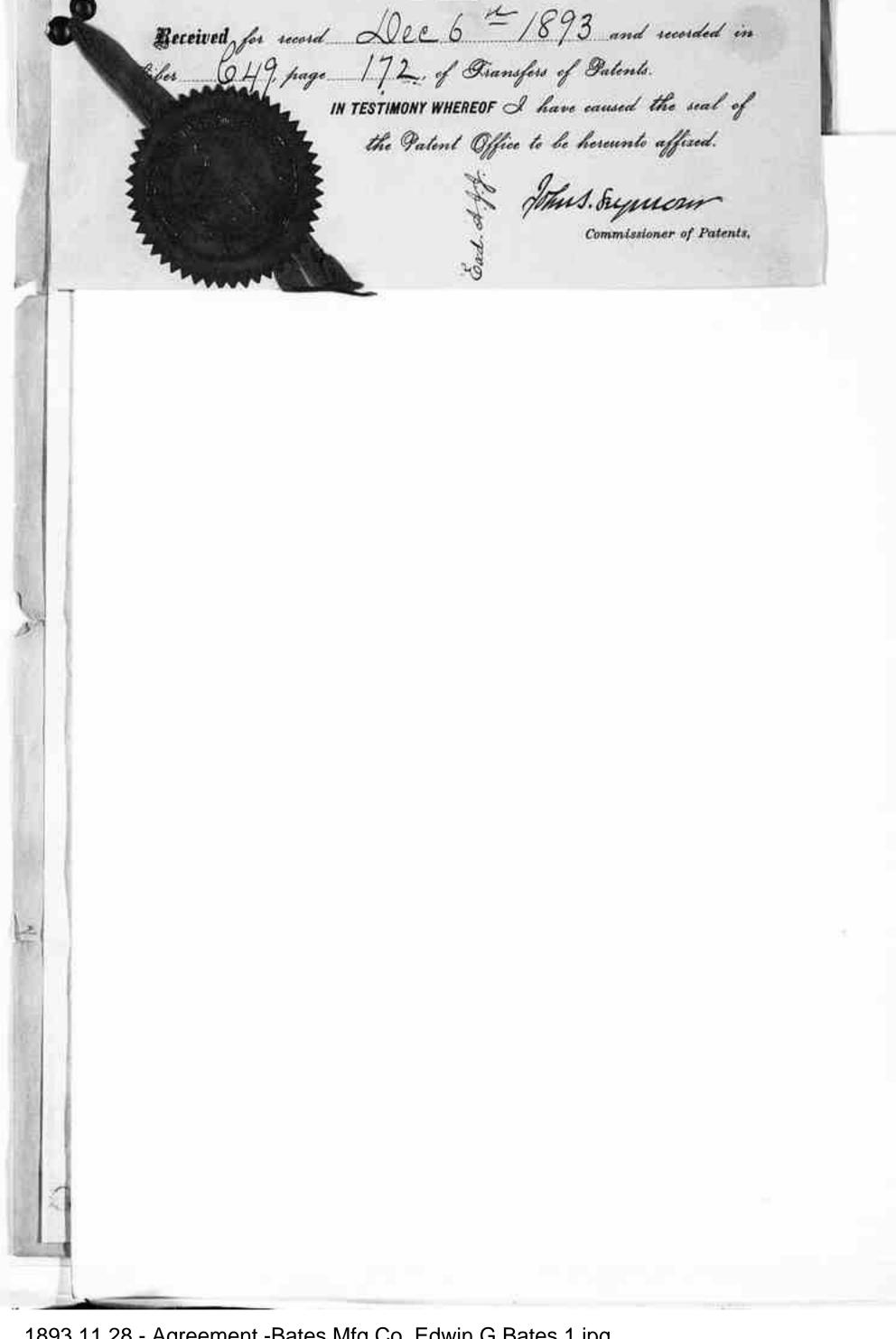
Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of five dollars (\$5.00), to me in hand paid, the receipt of which is hereby acknowledged, I, the said WILLIAM H. PIKE JR., have sold, assigned, and transferred, and by these present do sell, assign, and transfer unto the said BATES MANUFACTURING COMPANY, its successors, and assigns, all the right, title, and interest, in and to said invention, as fully set forth and described in the specification, executed on the Slat. day of October, 1893, proparatory to obtaining letters patent of the United States therefor; and I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said BATES MANUFACTURING COMPANY, as my assignee.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 3/2/ day of Octave 1803.

In presence of:

M. H. Pike jr.

### NEXT ITEM



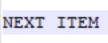
WHEREAS, I, EDWIN G. BATES, of New York, County and State of New York, have invented certain new and useful improvements in ENGRAVING MACHINES, for which I am about to make application for United States letters patent; and

WHEREAS, BATES MANUFACTURING COMPANY, a corporation organized and existing under the Laws of the
State of New York, and doing business in New York City, is
desirous of acquiring an interest in said invention, and
in the letters patent to be obtained therefor:

Now, therefore, to all whom it may concern, be it known that, for and in consideration of the sum of five dollars (\$5.00), to me in hand paid, the receipt of which is hereby acknowledged, I, the said EDWIN G. BATES, have sold, assigned and transferred, and by these present do sell, assign, and transfer unto the said BATES MANUFACTURING COMPANY, its successors, and assigns, all the right, title, and interest, in and to said invention, as fully set forth and described in the specification executed on the twenty eighth day of November 1893, preparatory to obtaining letters patent of the United States therefor; and I do hereby authorize and request the Commissioner of Patents to issue the said letters patent to the said BATES MANUFACTURING COMPANY, as my assignee.

and affixed my seal, this 28 May of November, 1893.

In presence of:





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HATES MANUPACTURING COMPANY

and

EDISON PHONOGRAPH WORKS.

(Copy)
SUPPLEMENTAL AGREEMENT FOR
MANUFACTURING.

Dated February 1, 1895.

SUPPLEMENTAL AGREEMENT, made this first day of Pebruary, 1895, between the BATES MANUFACTURING COMPANY, of the first part; SAMUEL INSULL, EDWIN G. BATES, and ALPRED O. TATE, of the second part; and the EDISON PHONO-CRAPH WORKS, of the third part.

whereas, the parties hereto have heretofore made a certain agreement between themselves bearing date July 30th, 1892, reference to which is made for greater particularity, and now desire to make this additional agreement as a supplement thereto:

NOW, THEREPORE, the parties hereto agree as follows:

FIRST. Sections 1, 2 and 3 of the said agreement of July 30, 1892, are hereby annulled, and the following sections 1, 2 and 3 are substituted therefor:

the automatic hand numbering machines of the Bates Manufacture facturing Company, and other devices of the Bates Manufacturing Company for which there may be a sale, and will supply them as required by the demands of the trade to said Bates Manufacturing Company, which latter Company will conduct the sales of such machines and devices, the sales department to be located in the offices of the Edison Manufacturing Company.

Bedison Manufacturing Company, Twenty-third Street, on whether, Demantary by Irventy.

New York City. All goods shall be billed from the Edison Phonograph Works, Orange, and all accounts shall be with

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there, but in the name of the Bates Company.

2. All moneys, checks, notes or other property or evidences of indebtedness received from the sale of such machines or devices shall be applied by said Edison Phonograph Works in the following manner:

- (a) To the payment of the actual cost of running the estimate branch of the business and of invoicing goods and making estimations, all as herein provided for.
- (b) To the payment to the Edison Phonograph Works of the manufacturing price for the machines or devices manufactured by it for the Bates Manufacturing Company.

Any surplus which remains after the payment of the selling of running the business and of the manufacturing price as just provided for, shall be applied in the following manner:

- Bates Manufacturing Company to various parties constituting the open accounts to the Current of the Edison Changraph motion.

  And when such open accounts are paid in full, the said surplus shall be applied as follows:
- (d) Fifty per cent of said surplus, to the payment of the indebtedness to the Edison Phonograph Works, before referred to.
- (e) Twenty-five per cent. of said surplus, to the payment of the indebtedness to Samuel Insull, before referred to.
- (f) Twenty-five per cent. of said surplus, to the pres-

ent stockholders of the Bates Company, according to their present holdings, as above stated. Should this percentage in any one year exceed ten per cent. on the present capital stock of the Bates Company, that is to say, should it exceed \$2,500., the excess shall in each and every year be at once divided by the Bates Company between the Edison Phonograph Works and Samuel Insull, in the proportion of two-thirds to the Works and one-third to Insull

- and Insuli, respectively, if they result in one of said two creditors being paid in full before the other is paid in full, then both percentages, that is to say seventy-five per sent. of said surplus, shall be given to said other creditor until he (or it) is also paid in full.
- (h) When all of the aforesaid items of indebtedness shall have been cleared off, the capital stock of the Bates Company deposited in trust with Eugene II. Lewis, shall be distributed as hereinafter provided for, and the total profits shall thenceforth be divided among the stockholders according to their respective holdings.
- 3. The manufacturing prices to be charged by the Edison Phonograph Works on machines and devices made by it for the Bates Manufacturing Company as herein provided, shall be made up as follows:

Forks and to Samuel Insull, severally, referred to in the first preamble of this instrument, shall have fully paid.

(3)

## [ENCLOSURE]

The actual cost of laborimaterial to this actual cost shall be added crety percentum for General Expenses. To the total thus formed shall be assed This shall constitute the manufacturing pri TOY DEPT. PROMOGRAPH WORKS E STATES

1895 02 01 - Agreement -Samuel Insull, Edwin G Bates, Alfred Ord Ta

The actual cost of labor and material shall first chall be added be necertained. This actual cost, plus themeat sixty per gentum general twenty per centum profit shall constitute the manufacturing price. The Phonograph Works further agrees that no price shall in any event be higher than at present on the same or substantially the same article. Settlement shall be made yearly, beginning with the year 1895, and in the event of the actual general expense being found at any of said annual settlements, to be lower than the estimated sixty per cent. for general expenses (see clause (1) above) above mentioned, the Rates Company shall be oredited with the differ-The Phonograph Works shall use every endeavor enco. to cheapen the factory cost and to develop new

take effect as of the first day of February, 1895.

Save and except as herein specifically set forth the above mentioned Agreement of July 30, 1892, shall continue in full force and effect.

IN WITHESS WHEREOF, the parties hereto (the said Companies by their officers thereto duly authorized) have executed these presents.

(4)

Bates Manufacturing Company, By (Seal) President. Attest, Secretary. (Seal) Witness to the signature of Samuel Insull. (Seal) Witness to the signature of Edwin C. Bates. (Seal) Witness to the signature of Alfred O. Tate. Edison Phonograph Works, By (Seal) President. Attest, Secretary. (5)

### NEXT ITEM

## MR. EDISON'S PROPOSITION.

The Works to guarantee the present Factory price of machines shall not be exceeded.

That all future figuring of Works shall be on the basis of Labor and Material plus 80% plus 20%, and Works to guarantee that these percentages shall not be exceeded.

Settlement to be made yearly; and in the event of the Works' General Expense being below 60% the Company is to receive a credit for the difference between 60% and the actual percentage.

All goods to be billed from Orange and accounts collected there.

The Sales Department to be moved to the present quarters of the Edison

Mfg. Co. in 23rd Street, and to be directed by Works.

The Works to agree to use all endeavors to cheapen the cost of manufacture of the machines, and to develop new styles of machines as fast as the market demands them.

The profits over and above the Works' Price to the Company to be divided as follows: --

50% to the Phonograph Works,

25% to Insull (Until the amount of debt to Phonograph Works and Insull is cleared off).

25% to the present stock-holders of the Bates Co.

In the event of this 25% exceeding 19% on the present stock, amounting to \$2500. per annum, the excess to go to the Phonograph Works and Insuling the proportion of 66 2/3% to the former and 33 1/3% to the latter.

In the event of the payments to one creditor clearing off his indebtedness before the other creditor is fully discharged, the percentages to be paid to creditors to be bunched and paid to the remaining creditor until the debt to him is liquidated.

The stock of the Bates Manufacturing Company to be transferred at once, in accordance with follows:

125 shares to the Edison Phonograph Works 63 " to Samuel Insull

to Edwin G. Bates.

and the total profits, after settling all present indebtedness, on the lines above indicated, to be distributed to the stock-holders according to their holdings.

This agreement to go into effect as of

KURILIAN" NEW YORK.

EDISON-LALANDE BATTERY.

SALESROOMS: 110 EAST 23RD ST., NEW YORK.

## Edison Manufacturing Company,

FAN MOTOR OUTFITS,

EDISON · KINETOSCOPES · MEDICAL · APPARATUS,
Dental and Surgical Motor Outsits.

Orange N. J. Orient agreement as to Batio Co Ang E. P. Mo on oly ye = 36 0 60. 89

" Current the = Jam 12 = 87 41. 40 we cannot charge interest on The first right states that when is dibseries extinguished the street is to be divided as follows-E. P. MCo= 135 shawo S. Inones = 63 E.G. Butu = 62 200 Under present arrangements made horit S. J. of Fronko getting 500% of profito - Ad, 200% and Boto Co as dividude, the results will be as follow - 51

\* 2500,00 If the net profits amount to 1250,00 E. P. mres wones get -625.00 Stockholmo" " - 21/27, siv. 625.00 Therefore S.S. mones get 15% = 625.

Show sir on 1150/0= \$12.50

2014 = 4937.50 If the new profits amount to -. 5000.00 E. O. mio wones get = S.J. " = Stockholders " = 57. 2500,00 1250,00 1250.00 Therefore S.J. money get - 2570= 1250.00

plus dividud= \$\frac{675.00}{1875.00} If het Jorofits amounts to = 10000.00 SS. money get =
Strenholmo woney get 10% 5000,00 2.500,00 2300.00 Thenfore S.J. writing: 1250.00 plus Dividud: \$1750.00 getting 500/0 of net grofito - Insuls 250/3 of remainers and Betto Co the balance, revuels

1895 03 01 - Agreement - Edison Phonograph Works, EG Bates, S Insull, TA Edison 06.jpg

KURILIAN" NEW YORK.

EDISON-LALANDE BATTERY.

SALESROOMS: 110 EAST 23RD ST., NEW YORK.

# Edison Manufacturing Company,

FAN MOTOR OUTFITS,

EDISON · KINETOSCOPES · MEDICAL · APPARATUS,
DENTAL AND SURGICAL MOTOR OUTFITS.

Onoposition Crainge N. J. The otoer heer by Irnotes to be 125 shows to E. D mes . If nets profite amount to --- 2500,00 8. 9. mis grandelingth 1250 8. 9. grandelingthe 1250 Stockheurs get 21/27/2 E. PMC0 - 156250 S. g. 782.50 If het profits amount to -E. P. mis gri 8.9. gus Stockholm get-C.P.MIL- 3125.00

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1895 03 01 - Agreement - Edison Phonograph Works, EG Bates, S Insull, TA Edison 08.jpg

# Edison Manufacturing Company,

FAN MOTOR OUTFITS,

EDISON · KINETOSCOPES · MEDICAL · APPARATUS,
Dental and Surgical Motor Outsits.

Orange N. J. Batis is N. P. + Mus 0.

## [VARIANT VERSION OF PREVIOUS DOCUMENT]

### MR. HDISON'S PROPOSITION.

The Works to guarantee the present Factory price of machines shall not be executed.

that all future g figuring of Works shall be on the basis of labor and Material plus 60% plus 20%, and Works to guarantee that these percentages shall not be exceeded.

Settlement to be made yearly; and in the event of the Works' General Expense being below 60% the Company is to receive a credit for the difference between 60% and the actual percentage.

ou there. The Sales Department to be moved to the present parters of the Edison Mig.Co. in 23rd Street. To be divided to the Worke to agree to use all endeavors to cheapen the

cost of manufacture of the machines, and to develop new styles of machines as feat us the market demands them.

pany to be divided as fellows: ---

50% to the Phonograph Works, 25% to Insull (Until the amount of debt to Phonograph Works and Insull is cleared off.) 25% to the present stock-holders of the Bates Co.

In the event of this 25% exceeding 10% on the present stock, amounting to \$2500, per annum, the excess to go to the Rhonograph Works and Insull in the proportion of 662 Am to the former and 331/4% to the latter.

In the event of the payments to one essetter clearing off his indebtedness before the other creditor is, fully discharged

#### NEXT ITEM

# [VARIANT VERSION OF PREVIOUS DOCUMENT]

the percentages to be paid to creditors to be bunched and paid to
the remaining creditor until the debt to him is liquidated.

When all the indebtedness is observed off the Company to
be re-organised on the pasts direasy provided for by contract,
and the total profits to be distributed to the stock-holders

This arrangement to go into effect as of January 1st, 1895.

This proposition to be modified to the entent that the clock is to be devided now 50% to Phonograph look (\$250.0) to the honograph look (\$250.0) a Bates

MINUTES OF A SPECIAL MEETING OF THE TRUSTEES OF THE BATES MANUFACTURING COMPANY, held at the Edison Building, #44 Broad street, New York City, Monday, May 27th, 1895.

Present - Mesers. Samuel Insull and Edwin G. Bates-Mr. Samuel Insull in the chair. Mr. W. E. Gilmore was appointed temporary Secretary in the absence of the regular Secretary, Mr. John F. Randolph.

The resignation of Mr. John F. Randolph, as Trustee, was presented, and upon motion of Mr. Bates, seconded by Mr. Insull, the resignation was accepted, same to take effect upon the election and qualification of his suspessor.

Mr. Bates moved, seconded by Mr. Insull, the election of Mr. W. E. Gilmore, as Trustee, to succeed Mr. Randolph, his election to take effect upon his properly qualifying.

Mr. Insull tendered his resignation as President of the Company, same to take effect upon the election and qualification of his successor. Upon motion of Mr. Bates, duly seconded, the resignation was accepted on the above conditions.

Mr. Insull proposed Mr. W. E. Gilmore as President of the Company, to take effect upon his properly qualifying seconded by Mr. Bates, and cerried.

There being no further business, the meeting adjourned.

Secretary. Pro Tem.

BATES COMPANY.

MEM. AS TO ELECTION OF TRUSTERS & OFFICERS.
FROM MINUTE BOOK.

#### TRUSTEES.

Named in certificate: Bates, Insull, Butler.

Special meeting of trustees July 30, 1892; Butler resigned as Trustee and Tate elected.

Annual meeting of stockholders October 18, 1892. Insull, Bates and Tate elected.

Special meeting stockholders March 8, 1894 (see p.40). Trustees elected, Insull, Bates and Randolph.

Special meeting trustees, May 27, 1895. Randolph resigned as trustee, and Gilmore elected.

## OFFICERS.

Organization meeting of Trustees, September 13, 1890.

Insull president, Bates treasurer, Butler secretary. Bates general manager.

Special meeting trustees July 30, 1892. Butler resigned as secretary, and Tate elected.

Trustees meeting October 19, 1892; Insull president, Bates treasurer, and Tate secretary.

Special meeting Trustees January 31,1893. Bates elected vice-president.

Special meeting Trustees, March 8, 1894. Elected Insull president, Bates vice-president, Bates treasurer, Randolph Secretary.

Special meeting Trustees May 3,1895, Bates resigned as treasurer; Randolph elected as treasurer. Bates and Randolph were the only members present.

Special meeting Trustees May 27,1895; Insull resigned as president, and Gilmore elected.

THIS AGREEMENT, made and entered into at New York
this day of June , 1896 by and between the PATES
MANUPACTURING COMPANY, of New York City, State of New York,
a corporation organized and existing under the laws of the
State of New York, party of the first part, and H. S. CROCKER
COMPANY of the City of San Francisco, State of California, a
corporation organized and existing under the laws of the
State of California, party of the second part,

furnish to the party of the second part in lots of not less than twenty-five (25) as many Bates Automatic Numbering Machines and such quantities of Numbering Machine supplies as the party of the second part may desire, with twenty-five percent, ten percent and ten per cent off the following list of prices:

## LIST OF PRICES POR

DATES AUTOMATIC NUMBERING MACHINES AND NUMBERING MOH. SUPPLIES:

Four (4) Wheels \$14;

Five (5) " 16;

Six (6) " 18;

Seven(7) " 20.

HATES RECORD OR COPYING INKS:

1/2 oz. Bottles each \$ .30;

1/2 " per dozen 3.00;

1 " each .50;

1 " per dozen 5.00.

Ink Pads \$.15 each---\$1.50 per dozen.

The party of the first part further agrees to and does hereby give to the party of the second part exclusive right to represent them with relation to the sale of Bates Automatic Numbering Machines in the states of Washington, Oregon, California and Nevada and in the territories of Idaho

and Arisona, and further agrees and binds themselves to refer any person or persons residing or doing business in said territory, who desire one or more of said machines, to the said party of the second part.

The party of the second part hereby agrees to handle and sell the said "achines and supplies in connection with its business, giving thereto such due and proper attention as is usual in such matters, and they further agree to solicit, either by their representative or by circular letters through the mail, the trade usually dealing in said machines and supplies, such as stationers, printers' supply houses, type foundries and hand stump dealers, located in said states and territories, offering to furnish to them the said machines and supplies at the said list prices, less 25%, conditionally upon the understanding that the said trade dealers sell the said machines and supplies at the refrom.

And it is further mutually agreed that this contract may be terminated at any time by either party hereto by giving sixty days' notice thereof in writing, and the party of the first part hereby agrees to bind itself to take Back from the party of the second part any of said machines unsold that the party of the second part may desire to return and duly refund and repay to the party of the second part, all moneys received on account of such machines, providing the said machines are in good condition.

It is also further mutually agreed by the parties hereto that the party of the first part will refer to the party of the second part all inquiries referring to said machines received from parties located in the said states and territories.

The party of the second part further hereby agrees

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to sell the said machines at the said list prices or at such list prices as the party of the first part may hereafter designate, subject only to a discount of two per cent for each in ten days, whether the machines are ordered singly or several at a time, if purchased by a consumer(or by parties for their own use) and to quote twenty-five per cent off said list to all dealers entitled to the trade discount, condition lly upon the understanding with them that the said machines are to be sold at the said list prices without deviation except the said two per cent for each.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have hereunto set their hands and affixed their corporate seals the day and year first above mentioned.

Bates hofy Company
Of John B. Randolph
Triasurer.

Microcker
Office

#### In the matter of taxation

of the

Bates Manufacturing Company.

Under Chapter 542 of the laws of 1880 and the subsequent acts amendatory thereof.

At the State Offices, Rooms 84 & 85 World Building, New York City, before Commissioner Charles S. Wilbur, June 5th, 1895.

Edwin G. Bates, being duly sworn, testified as follows:-

To the Commissioner:-

- Q. What is your connection with the Comp my?
- A. Vice President.
- Q. The Company is organized under the laws of what State?
- A. New York State.
- Q. September, 1890, I see?
- A. Yes, sir.
- Q. What is the authorized capital?
- A. \$25,000.
- Q. All issued?
- A. Yes.

- Q. Fully paid in?
- A. Yes, sir
- Q. What is the business of the Company?
- A. Manufacture of numbering machines and the sale of them.
- Q. Where do you manufacture?
- A. Orange, New Jersey.
- Q. You manufacture nothing in this State?
- A. No.
- Q. Do you have an office here?
- A. Yes, sir.
- Q. How long have you had an office here?
- A. Since the organization.
- Q. What has your rental averaged?
- A. It has been \$750 a year, up to the first of May.
- Q. What is your salary and payroll account here?
- A. At present, Seventyeight dollars a week.
- Q. What has been your average monthly bank balance?
- A. At the present time, we are not keeping any balance
- at all; the account is kept in Orange.
- Q. When did it change?
- A. The first of May, this year.
- Q. I am only inquiring up to November 1st, 1894?

- A. There has been an average balance of about one thousand dollars.
- Q. How much merchandise stock did you carry here?
- A. That fluctuates so that I could not strike an average
- on it. Sometimes, we wouldn't have any stock to speak
- of and sometimes we would have, possibly, a couple of

thousand dollars. It depended entirely upon the State

of business.

- Q. How much is your personal property, outside of merchandise stock?
- A. Nothing but office furniture and fixtures.
- Q. What value?
- A. We carry an insurance on them, of one thousand dollars; they are hardly worth as much as that.
- Q. Are you interested in the business of any individual, firm or corporation in this State?
- A. No.
- Q. Does the Company hold any stocks or bonds here?
- A. No; none, whatever.
- Q. What dividends did you declare in 1890?
- A. No dividends; haven't been any dividends.

MEMORANDUM OF AGREEMENT, made this 2/2 day of June, 1895, between the BATES MANUFACTURING COMPANY, a New York corporation, the EDISON PHONOGRAPH WORKS, a New Jersey corporation, SAMUEL INSULL, of Chicago, Illinois, EDWIN G. BATES, of New York City, and JOHN F. RANDOLPH, of Orange, N.J., W I T N E S S E T H:

WHEREAS, by an agreement dated July 30, 1892, between the Bates Manufacturing Company, Samuel Insull, Edwin G. Bates, Alfred O. Tate and the Edison Phonograph Works, arrangements were made for the carrying on of the business of the Bates Manufacturing Company; and,

whereas, by consent of all the parties, the said John F. Randolph has been substituted for the said Alfred O. Tate in said agreement as a stockholder in the said Bates Manufacturing Company and as the representative of the Edison Phonograph Works on the Board of Trustees of said Bates Manufacturing Company, and has been acting in the place of said Tate in that capacity; and.

WHEREAS, it is desired to cancel said agreement, and substitute therefor another agreement under which the said business will be carried on; and,

WHEREAS the capital stock of the said Bates
Manufacturing Company is now held by EUGENE H. LEWIS, as trustee under the said former agreement; and,

WHEREAS the Bates Manufacturing Company is indebted, over and above current accounts, to the said Edison Phonograph Works in the sum of thirty six thousand, sixty dollars and eighty nine cents (\$36,060.89), and is indebted to the said Insull in the sum of fourteen thousand, eight hundred and sixty six dollars and thirty four cents (\$14,866.34), which amounts it is desired to pay off as rapidly as the business will permit, and which amounts are hereinafter referred to as the "old debts" of the Bates Manufacturing Company;

NOW, THEREFORE, the parties have agreed as follows:

- The agreement of July 30, 1892, is hereby canceled.
- II. The capital stock of the Bates Manufacturing Company, amounting to two hundred and fifty shares, shall be transferred at once as follows: one hundred and twenty five shares to the Edison Phonograph Works, sixty three shares to said Insull, and sixty two shares to said Bates.
- manufacture the automatic hand-numbering machines and line dating machines of the Bates Manufacturing Company, and other devices of the Bates Manufacturing Company for which there may be a sale, and will supply them as required by the demands of the trade to the said Bates Manufacturing Company for sale. The Edison Phonograph Works will use all reasonable endeavors to cheapen the cost of the manufacture of such machines and to develop new styles of machines as fast as the market demands them. The Bates Manufacturing Company is to have an office at the factory of the Edison Phonograph Works, and another office in New York City, for the sale of its machines. All goods are to be billed from the office at the factory of the Edison Phonograph Works, and all accounts are to be made payable and collected there.
- IV. The price to be charged by the Edison Phonograph Works to the Bates Manufacturing Company on the machines and devices manufactured by the former for the latter shall be the

cent for general expense, and to this amount shall be added twenty per cent of the total as the profit to the Edison Phonograph Works. It is agreed that should the general expense of the Edison Phonograph Works fall below sixty per cent in any year, the Bates Manufacturing Company is to receive a credit for the difference between the sixty per cent charged and the actual percentage, but in no case shall the Edison Phonograph Works be entitled to charge more than sixty per cent for general expense. A settlement of the credit on general expense, if any, shall be made yearly. And in no event shall the Edison Phonograph Works charge the Bates Manufacturing Company a higher price for the automatic hand-numbering and line dating machines at present manufactured by it than its present factory price, which is as follows:

- 4 Wheel automatic hand-numbering machines, \$6.50 each;
- 5 Wheel automatic hand-numbering machines, \$7.05 each;
- 6 Wheel automatic hand-numbering machines, \$7.65 each;
- 7 Wheel automatic hand-numbering machines, \$8.40 each; Line dating machines, \$4.12 each.
- V. IT IS AGREED that no interest shall be chargeable by the Edison Phonograph Works or said Insull on the amounts of the "old debts" of the Bates Manufacturing Company to said parties before given.
- VI. IT IS FURTHER ARREND that all profits -ade by
  the Bates Manufacturing Company over and above the price paid
  for machines to the Edison Phonograph Works, and after paying
  running expenses and current accounts, shall be, until the
  "old debts" before referred to to the Edison Phonograph Works
  and said Insull are extinguished, divided as follows: fifty
  per cent to the Edison Phonograph Works; twenty five per cent
  to said Insull; and twenty five per cent as dividends to the
  stockholders of the Bates Manufacturing Company. In the event
  of the last mentioned twenty five per cent exceeding the sum

of twenty five hundred dollars in any year, or more than a ten per cent yearly dividend on the capital stock of the Bates Manufacturing Company, such excess over and above twenty five hundred dollars shall, until the said "old debts" to the Edison Phonograph Works and said Insull are extinguished, be divided between the said two creditors in the proportion of sixty six and two thirds per cent to the former, and thirty three and one third per cent to the latter. Should either of the two debts referred to be extinguished before the other, then the entire seventy five per cent of the profits, and any excess over twenty five hundred dollars per annum on the twenty five per cent payable as dividends to the stockholders of the Bates Manufacturing Company, shall be paid to the other creditor until the indebtedness is extinguished. And after settling the entire indebtedness of the Bates Manufacturing Company in the manner above provided for, the total profits of said Bates Manufacturing Company shall be distributed among the stockholders of that sompany according to their holdings.

IN TESTIMONY WHEREOF, the parties hereto, the said companies by their officers thereto duly authorized, have excepted these presents the day and year first above written.

BATES MANUFACTURING COMPANY,

By Caccell Scient

President.

Becretary.

Boretary.

Secretary.

Secretary.

Witness to signature of Edwin

Q. Bates.

Witness to signature of John F. Randolph.

WHEREAS I, EDWIN G. BATES, have obtained Letters Patent as follows:

Letters Patent of Great Britain, Nos. 12,754 of 1891, and 18,652 of 1892;

Letters patent of Germany, Nos. 67,770, dated July 29,

Letters Patent of Belgium, No. 95,801, dated July 28, 1891;

Letters Patent of France, Nos. 215,155, dated July 28, 1891;

Letters Patent of Switzerland, No. 4122, dated July 28, 1891;

tion organized and existing under and by virtue of the laws of the state of New York and having a place of business at New York City, in said state, is desirous of acquiring the Ex said several Letters Patent and the several inventions secured thereby;

sum of One Dollar and other good and valuable considerations the receipt whereof is hereby acknowledged, I, the said makin G. Bates, have bargained and sold, and by these presents do sell, assign, transfer, convey and set over unto the said Bates Manufacturing Company the said several Letters Patent and the full and entire right, title and interest in and to the same, and in and to the several inventions secured thereby.

TO HAVE AND TO HOLD the same unto the said Bates Manufacturing Company, its successors and assigns forever.

And I do hereby covenant and agree, for the consideration above named, that I will, upon demand of said Bates Mamufacturing Company, execute such other and further assignments, transfers or other writings as may be required to vest in the said Bates Manufacturing Company the said several Letters Patent and inventions and the full estate thereunder.

and seal this Sententh day of September, 1895.

State of New York )

County of New York )

on this day of September, 1895, before me, A. M. Chairle a Motary Public in and for the
county and state aforesaid, personally appeared Edwin G.
Bates, to me known, and known to me to be the invidual described in and who executed the foregoing assignment, and
acknowledged to me that he executed the same for the uses and
and purpasses therein set forth.

year aforesaid.

NEW YORK COUNTY.

A G R E E M E N T Made this 25 day of October, 1895, between SAMUEL INSULL, of Chicago, Illinois, EDWIN G. BATES, of New York City, and the BATES MANUFACTURING COMPANY, of New York City, WITNESSETH:

WHEREAS on September 13, 1890, said Insull and Bates entered into an agreement providing for the subscription to and issuing of the stock of the said company in a particular manner; also providing that neither said Insull nor said Bates shall sell his stock or any portion thereof without first offering it to the other party; also providing for the salary of the said Bates as general manager of the said company; also fixing the beginning of the fiscal year of said company; and also providing that the certificates of stock of said company shall be issued subject to the provisions of the said agreement and shall bear a reference thereto on their face; and

WHEREAS the said agreement was spread upon the minutes of the said company, and a by-law was adopted by said company providing that every certificate shall bear a reference to the said agreement; and

WHEREAS it is desired to cancel said agreement and to release the parties from all obligation thereunder;

NOW, THEREPORE, in consideration of the premises and the sum of One Dollar by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, IT IS AGREED that the said agreement of September 13, 1890, be and the same is hereby canceled; and each of the parties hereto does hereby, for himself or itself, and for his heirs or its successors, and for his and its assigns and

legal representatives, release and forever discharge the other of and from all claims or demands, actions or causes of action, of every name and nature, growing out of said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, the said Bates Manufacturing Company by its president thereto duly authorized.

ATTEST:

John J. Randolph.

BATES MANUFACTURING, COMPANY,

Capull Super

THUMAN - IN THE

Fresident

State of Illinois,)
County of Cook. ) ss.

On this day of October, 1895, before me, a Notary Public in and for the county and state aforesaid, personally came Samuel Insull, to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Millians Afox

Notary Public

Lack County

State of New York,) County of New York) ss:

On this day of October, 1895, before me, a Notary Public in and for the county and state aforesaid, personally came Edwin G. Bates, to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Deal

noton, Realie

State of New York, ) County of New York) ss:

On this

day of October, 1895, before me

personally came William E. Gilmore, with whom I am personally acquainted, who being by me duly sworn, said that he is president of the Bates Manufacturing Company, that he knows the corporate seal of said Bates Manufacturing Company, that the seal affixed to the foregoing instrument is such corporate seal, that it was affixed by order of the Board of Trustees of said Bates Manufacturing Company, and that he signed his name thereto by like order as president of said Bates Manufacturing Company.

Leal

Froton, Public

Batec . Edwin. V. 62 Shares Edum Phono broke Lilmore . M. 6 Susuel. Saint. 63 Randolph, J. A 250 Charce

List of Stockholders of the Bates Infig Company. Fiel 24-1896.

WHEREAS, I, the undersigned, EDWIN G. BATES, of New York City, am the owner of Sixty-two (62) shares of the capital stock of the Botes Manufacturing Company; and

WHEREAS, there exist one or more contracts or agreements to which I am a party or in which I am interested, relating to the business of the Bates Manufacturing Company; and

WHEREAS, EDISON PHONOGRAPH WORKS, of Orange, N. J., is desirous of securing my entire interest in the capital stock and business of the Bates Manufacturing Company, and of securing a general release from me of my claims with reference to the business of said Company against all parties;

NOW, THEREFORE, To whom it may concern, be it known that I, the said Edwin G. Bates, in consideration of the sum of Seven hundred dollars (\$700.) to me in hand paid, have sold, assigned and transferred, and do hereby sell, assign and transfer to the said Edison Phonograph Works, all my interest in the said Sixty-two (62) shares of the capital stock of the Bates Manufacturing Company, and all my interest of whatsoever charactor in the business of the Bates Manufacturing Company, and in any contracts or agreements relating to or arising out of said business; and I do hereby, for myself, my heirs, executors and administrators, remise, release and forever discharge pany, Thomas A. Edison and Samuel Insull of and from all and all manner of actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands, whatsoever, in law and equity, which against the said Edison Phonograph Works, the Bates Manufacturing Company, Thomas A. Landelle or William E. Ling Thomas A. Edison as Samuel Insull I ever had, now have, or which I, my

9/18.

PHB.

Alf.

heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, or for, upon or by reason of anything relating to or arising out of the business of the Bates Manufacturing Company, from the beginning of the world to the day of the date of these presents.

IN WITHESS WHEREOF, I have set my hand and seal, this day of July, A. D., 1896.

State of New York, : :ss: County of New York.:

Before me, a Notary Public in and for said County, personally appeared Edwin G. Bates, to me known and known to me to be the person who executed the foregoing instrument, and who acknowledged that he executed the same.

Dugue Courau (July 11, 1896) Notary Public, Kings Co. Dert. files in My Co.

agreement made this eight homens and minety som, between the winn Thomograph From of connege, the Sporty of the first port, Samuel Induces of the bicago, Allinoi, herimathe Caldre the party of the seams forthe , and the Buter manufactiling Company of pew york city the plusty of the third portthe fifth the Conductor Whereno the firsty of the thing part is helaviley indesting to book the party of the find the party of the first

1897 - Agreement - Samuel Insull, Bates Mfg Co, Edison Phonograph Works 1.jpg

of the introder non ownes party of the second fort 5)140 168

1897 - Agreement - Samuel Insull, Bates Mfg Co, Edison Phonograph Works 2.jpg

# TO THE COMPTROLLER OF THE STATE OF NEW YORK:

As Treasurer of the Bates Manufacturing Company,

I make the fellowing report of such Company for the year ending October 1st, 1898, pursuant to the provisions of Chapter 908, Laws of 1895.

- This Company began business in the State of New York in the month of September, 1890,
- The last report made by this Company to the Comptroller of the State of New York under the provisions of the above act was made for the year ending October 31st, 1897.
- 3. Value of Real Estate and of interest or interests in real property in New York State, and where situated.... None
- 4. Organized under the laws of the State of New York,
- 5. Date of organization of the Company, Sept. 1890,
- 6. Total authorized capital of the Company.. \$25,000.00
- Whole number of shares of stock authorized.. 250
- 8. Number of shares of stock issued, 250
- 9. Par value of each share... \$100.00
- 10. Amount paid into the Treasury of the Company on each share \$50.00
- 11. Amount of capital paid in \$25,000.00
- 12. Amount of capital on which dividends were declared Hone
- 13. Date of each dividend declared
- 14. Amount of each dividend declared
- 15. Rate per cent per annum of dividends,
- 16. The business transacted by this Company in the State of New York for the year ending October 31st, 1898, was as follows: (Giving nature of business and how carried on)

## Sale of numbering machines

 And such business was carried on at the following named place or places, (Give street and number.)

110 E. 23rd St. & St. James Building, Broadway & 26th St.

18. Nature of business transacted and amount invested outside of New York State:

Sale of numbering machines At Orange, N. J.

- 20. The actual or approximate value of the average amount of stock in trade, carried by thes Company in the State of New York, during the year ending October 31st, 1898, was the sum of.. \$300.00
- 21. And such stock was located (Give street and number) 110 E. 23rd St. and St. James Building, Broadway & 25th St.
- 22. The value of stock in trade manufactured in the State of New York by this Company for the year ending October 31st, 1898, was the sum of .... S None
- 23. The value (approximate) of personal property, other than stock in trade, used by this Company in the State of New York during the year ending October 31st, 1898, was the sum of ... \$250.00
- 24. Average of monthly bank balances carried in the State of New York for year ending October 31st, 1892,..... \$ None
- 25. Total amount of rentals paid in New York State for year ending October 31st, 1898,. \$737.46
- 26. Average amount of stocks, bonds, loans on call, or other financial securities held in the State of New York, by the Company against other corporations, joint-stock companies, associations or individuals, during the year ending October 31st, 1892, \$ None
- 27. And held by ----- (Give name of individual association, corporation or company holding same)

At ----

(Giving place, street and number where same are held)

28. Total salaries paid to persons employed by this Company in the State of New York for the year ending October 31st, \$1,166.00

JOHN F. RANDOLPH, Treasurer.

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